

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF VIRGINIA
Alexandria Division**

GAILEN LEE DAVID,)	
)	
Plaintiff,)	
)	Civil Action No. 1:22-cv-00287-RDA-IDD
v.)	
)	
En Pointe Productions LLC, <i>et al.</i>)	
)	
Defendant.)	
)	

**MOTION FOR AN ORDER TO HOLD \$50,000
IN DEFENSE COUNSEL’S TRUST ACCOUNT IN ABEYANCE**

COME NOW, Defendants En Pointe Productions LLC (“EPP”), On It Media LLC (“OIM”), Robert Laurie, April Carter, Nicole Noya, More News Later Media LLC (“MNL”), Gorgon LLC (“Gorgon”), Deviant Entertainment LLC (“Deviant”), and Nikki Nutrition LLC (“NN”) (collectively “Jet Set Defendants”), Defendants Prestige Business Solutions LLC (“PBS”), Carrie Groenwold, Juan Albarran Marquez, and Kenneth Fields (collectively, “Other Defendants”) and Defendant Joan Jones (collectively with Jet Set Defendants and Other Defendants, “Defendants”), by and through the undersigned counsel, and respectfully request the Court to order that \$50,000 currently maintained in defense counsel’s trust account be held in abeyance until such time as the Court is able to ascertain the fees that Defendants are entitled to, and that Plaintiff must pay, and in support thereof state as follows:

1. This case involves a dispute between Plaintiff and Defendants that was supposed to be resolved when Plaintiff and Defendants entered into a Settlement Agreement. Dkt. 43-1.
2. Despite signing the Settlement Agreement, Plaintiff refused to perform and Defendants subsequently filed Motions to Enforce the Settlement Agreement. Dkt. Nos. 42; 45.

3. On September 11, 2023, this Court issued an order granting Defendants' Motion to Enforce the Settlement Agreement and holding that: (i) the Settlement Agreement between Plaintiff and Defendants was an enforceable contract; (ii) Plaintiff breached the Settlement Agreement; and (iii) to enforce the Settlement Agreement, Plaintiff will be directed to accept payment of the \$50,000 currently maintained in defense counsel's trust account and this case will be dismissed with prejudice. Dkt. 150 at 7.

4. The Court further held that, under the terms of the Settlement Agreement, which provided that the prevailing party shall be entitled to recover from the breaching party all sums expended by the prevailing party to enforce the Settlement Agreement, including reasonable attorneys' fees, Defendants were entitled to reasonable attorneys' fees related to the proceedings to enforce the Settlement Agreement. Dkt. 150 at 8.

5. The Court noted, however, that "[o]n this record, the Court is not able to discern what attorneys' fees are sought, what fees are reasonable, and which of the many filings on the docket are actually proceedings to enforce the Settlement Agreement." *Id.*

6. The Court, therefore, directed Defendants to file a motion and brief in support that specifically sets forth what fees Defendants seek to recover, to what filings those fees relate and why those filings are covered by the Settlement Agreement. *Id.*

7. Since Plaintiff will be required to pay Defendants' reasonable attorneys' fees, good cause exists to support this Motion for an Order to Hold \$50,000 in Defense Counsel's Trust Account in Abeyance until such time as the Court is able to ascertain the fees that Defendants are entitled to under the terms of the Settlement Agreement, and that Plaintiff must pay.

WHEREFORE, Defendants respectfully request that the Court grant their Motion for an Order to Hold \$50,000 in Defense Counsel's Trust Account in Abeyance and order the \$50,000 to continue to be held in defense counsel's trust account until such time as the Court is able to ascertain the fees that Defendants are entitled to under the terms of the Settlement Agreement, and that Plaintiff must pay.

Dated: September 12, 2023

Respectfully submitted,

THE PELS LAW FIRM

/s/ Jon D. Pels

Jon D. Pels, Esq. (VA Bar No. 39888)
jpels@pelslaw.com
4845 Rugby Avenue, 3rd Floor
Bethesda, MD 20814
(301) 986-5570 (T)
(301) 986-5571 (F)

Counsel for Defendants En Pointe Productions LLC, On It Media LLC, Robert Laurie, April Carter, Nicole Noya, More News Later Media LLC, Gorgon LLC, Deviant Entertainment LLC, and Nikki Nutrition LLC

THE STINE LAW FIRM

/s/ Stephen Stine

Stephen Stine, Esq. (VA Bar No. 66738)
stine@stinelaw.com
3900 Jermantown Rd., Suite 300
Fairfax, VA
(703) 934-4647 (T)
(703) 991-6559 (F)

Counsel for Defendants Kenneth Fields, Prestige Business Solutions LLC, Carrie Groenwold, and Juan Albarran Marquez

STEIN SPERLING BENNETT DE JONG DRISCOLL PC

/s/ Eduardo S. Garcia

Eduardo S. Garcia, Esq. (VA Bar No. 90738)
egarcia@steinsperling.com
1101 Wootton Parkway, Suite 700
Rockville, MD 20852
(301) 340-2020 (T)
(301) 354-8326 (F)

Counsel for Defendant Joan Jones

CERTIFICATE OF SERVICE

I hereby certify that on September 12, 2023, I caused a true and correct copy of the foregoing to be filed via the Court's ECF filing system to all registered parties, including:

Charisse L. Hines, Esq. (VA Bar No. 86354)
chines@charissehineslaw.com
David B. Vermont, Esq. (Virginia Bar No. 68916)
dvermont@charissehineslaw.com
950 North Washington Street, Suite 223C
Alexandria, VA 22314
(571) 549-2635 (T)
(571) 933-4123 (F)
Counsel for Plaintiff Gailen Lee David

Stephen Stine, Esq. (VA Bar No. 66738)
stine@stinelaw.com
3900 Jermantown Rd., Suite 300
Fairfax, VA
(703) 934-4647 (T)
(703) 991-6559 (F)
*Counsel for Defendants Kenneth Fields, Prestige Business Solutions LLC, Carrie Groenwold,
and Juan Albarran Marquez*

Eduardo S. Garcia, Esq. (VA Bar No. 90738)
egarcia@steinsperling.com
1101 Wootton Parkway
Suite 700
Rockville, MD 20852
(301) 340-2020 (T)
(301) 354-8326 (F)
Counsel for Defendant Joan Jones

/s/ Jon D. Pels
Jon D. Pels, Esq. (VA Bar No. 39888)